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**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA  
OAKLAND DIVISION**

IN RE: SOCIAL MEDIA ADOLESCENT  
ADDICTION/PERSONAL INJURY PRODUCTS  
LIABILITY LITIGATION

THIS FILING RELATES TO:

ALL ACTIONS

MDL No. 3047

Case No. 4:22-md-03047-YGR

Honorable Yvonne Gonzalez Rogers

**META DEFENDANTS'  
ADMINISTRATIVE MOTION TO  
CONSIDER WHETHER CASES  
SHOULD BE RELATED**

1 Pursuant to Civil Local Rule 3-12, Meta Platforms, Inc., submits this Administrative Motion to  
2 Consider Whether Cases Should Be Related.

3 Under Local Rule 3-12(a), an action is related to another when “the actions concern substantially  
4 the same parties, property, transaction, or event,” and it “appears likely that there will be an unduly  
5 burdensome duplication of labor and expense or conflicting results if the cases are conducted before  
6 different Judges.” Civ. L.R. 3-12(a).

7 Meta filed a related case, *Instagram, LLC and Meta Platforms, Inc. v. Hartford Casualty Insurance*  
8 *Co., et al*, Case No. 3:24-cv-09500, in this District on December 30, 2024 (the “Meta Coverage Action”),  
9 and noted this MDL as a related case on the civil cover sheet. The Meta Coverage Action concerns  
10 whether Meta’s insurers have a duty to defend Meta against this MDL and other litigation alleging physical  
11 and mental injuries purportedly arising from the use of Meta’s social media services (the “Social Media  
12 Cases”). The Complaint in the Meta Coverage Action is attached as Exhibit A. It includes Meta’s claims  
13 against its insurers for declaratory relief, breach of contract, and breach of the implied covenant of good  
14 faith and fair dealing. More specifically, Meta seeks, among other relief: (a) a declaration staying the  
15 Meta Coverage Action under *Montrose I* and suspending any other coverage litigation between the parties  
16 regarding insurer duties for this MDL and other Social Media Cases until those cases have concluded; and  
17 (b) a declaration that Hartford Casualty and the other insurers that already have acknowledged their  
18 obligation to defend Meta, must continue to do so. Meta also sets forth causes of action, which it will  
19 litigate fully under applicable California law when the Social Media Cases have concluded, for damages  
20 for breach of contract and breach of the implied covenant of good faith and fair dealing from insurers’  
21 unreasonable conduct.

22 This MDL and the Meta Coverage Action concern the same “transaction” or “event” and, if  
23 presided over by different judges, risk conflicting results on overlapping issues. Civ. L.R. 3-12(a). In  
24 particular, Meta’s insurers have already raised legal and factual questions that are at issue in this MDL as  
25 grounds to deny coverage, and legal and factual determinations made in the MDL may affect the  
26 determination of coverage in the Meta Coverage Action. To that end, on November 1, 2024, Hartford  
27 Casualty and Sentinel (together “Hartford”) filed a lawsuit against Meta and Meta’s other relevant primary  
28 insurers in Delaware seeking solely declaratory judgment with respect to their duty to defend Meta in the

1 Social Media Cases (the “Hartford Action”). The Hartford Action seeks declaratory judgment with respect  
 2 to its duty to defend the Social Media Cases, and Hartford asserts that its duty to defend the Social Media  
 3 Cases is limited or excused because, among other reasons: (1) the alleged injuries do not arise from an  
 4 “occurrence,” but instead solely from Meta’s intentional conduct; (2) the Social Media Cases do not seek  
 5 damages “because of” bodily injury or property damage as required by the policies, and (3) the alleged  
 6 injuries were expected or intended by Meta and are therefore excluded. Hartford wrongly and directly  
 7 accuses Meta of, among other things, “deliberate acts in designing and marketing products that encourage  
 8 excessive use and/or addiction in children and adolescents.” Ex. A. at ¶ 9. Hartford also wrongly and  
 9 directly asserts that damages sought by school districts and local government entities are “necessitated by  
 10 mass social media addiction in minors.” *Id.* These coverage issues (which are a subset of those in the  
 11 Meta Coverage Action) substantially overlap with issues that are currently being litigated in this MDL.<sup>1</sup>

12 Therefore, the Meta Coverage Action and this MDL “concern substantially the same parties,  
 13 property, transaction, or event.” Litigating the cases separately would also be “an unduly burdensome  
 14 duplication of labor and expense” and risks “conflicting results” on legal and factual issues. As explained  
 15 above, the judge in the coverage action will likely be asked to make rulings concerning Meta’s intent  
 16 regarding the platform features at issue in this MDL, causality of the alleged injuries in this MDL, and  
 17 Meta’s knowledge regarding those alleged injuries. Those are issues that should be determined in the  
 18 MDL itself, with one judge presiding over them, not in a coverage action with another judge rendering  
 19 decisions on the same and overlapping issues. *C.f. AIU Ins. Co. v. McKesson Corp.*, No. 20-cv-07469-  
 20 JSC, 2021 WL 3565440, at \*3 (N.D. Cal. Aug. 12, 2021) (“If the declaratory relief action is tried before  
 21 the underlying litigation is concluded, the insured may be collaterally estopped from relitigating any  
 22 adverse factual findings in the third party action, notwithstanding that any fact found in the insured’s favor  
 23 could not be used to its advantage.” (quoting *Montrose Chem. Corp. v. Superior Ct.*, 25 Cal. App. 4th 902,

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25 <sup>1</sup> On December 27, 2024, Meta removed the Hartford Action to the U.S. District Court for the District of  
 26 Delaware. *Hartford Casualty Insurance Company et al v. Instagram, LLC*, 1:24-cv-01422 (D. Del.). On  
 27 December 30, 2024, Meta filed a Notice of Potential Tag-Along Action with the Judicial Panel on  
 28 Multidistrict Litigation listing both the Meta Coverage Action and the Hartford Action as potential tag-  
 along actions to MDL No. 3047 because both actions involve “one or more common questions of fact”  
 with cases that are coordinated in the MDL.

910, 31 Cal. Rptr. 2d 38, 43 (1994)); *RLI Ins. Co. v. ACE Am. Ins. Co.*, No. 19-cv-04180-LHK, 2020 WL 1322955, at \*6 (N.D. Cal. Mar. 20, 2020) (explaining that simultaneous litigation of coverage and liability “could trigger collateral estoppel”).

Meta respectfully requests that the Court find that the Meta Coverage Action and the MDL are related cases, and direct the Clerk to reassign the Meta Coverage Action to this Court, and add the case to the MDL.

Meta’s counsel has contacted lead counsel in this MDL for the PI/SD Plaintiffs and State AGs to ask whether they opposed this motion, and they did not respond.

The Meta Coverage Action has been assigned to Magistrate Judge Laurel Beeler. Pursuant to Local Rule 3-12(b), Meta has electronically served a copy of this Motion on all parties in the Meta Coverage Action and will lodge a courtesy copy of the Motion with Judge Beeler.

Respectfully submitted,

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